

<i>SERFF Tracking Number:</i>	<i>PERR-125862800</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>SUA Insurance Company</i>	<i>State Tracking Number:</i>	<i>#104096 \$50</i>
<i>Company Tracking Number:</i>	<i>SUA-CIM-AR-08-03-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>SUA-CIM-AR-08-03-F/SUA-CIM-AR-08-03-F</i>		

## Filing at a Glance

Company: SUA Insurance Company

Product Name: Commercial Inland Marine

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: PERR-125862800 State: Arkansas

SERFF Status: Closed

Co Tr Num: SUA-CIM-AR-08-03-F

Co Status:

Authors: Laura Jennette, Andrei Totoescu

Date Submitted: 10/20/2008

State Tr Num: #104096 \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Disposition Date: 10/23/2008

Disposition Status: Approved

Effective Date Requested (New): 11/01/2008

Effective Date Requested (Renewal): 11/01/2008

Effective Date (New): 11/01/2008

Effective Date (Renewal): 11/01/2008

State Filing Description:

## General Information

Project Name: SUA-CIM-AR-08-03-F

Project Number: SUA-CIM-AR-08-03-F

Reference Organization:

Reference Title:

Filing Status Changed: 10/23/2008

State Status Changed: 10/23/2008

Corresponding Filing Tracking Number:

Filing Description:

On behalf of SUA Insurance Company ("the Company"), we are submitting revised form SUA 2000 09/08, On Hook And Cargo Legal Liability Coverage Form. The changes made to the form are as follows:

- in section B. Exclusions, paragraph 1: eliminates exclusion d. Water; therefore loss caused by water is covered.
- in section B. Exclusions, paragraph 2: eliminates a. Weather conditions.

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- in section E. Additional Conditions, paragraph 2: eliminates condition c. Records and Inventory and also eliminates condition d. Protective Safeguards; these conditions do not apply to this coverage.
- For clarification and consistency throughout the form, the phrase 'or damages' has been eliminated after the term "loss", as "loss" is a defined term in the form which includes direct physical damage.
- Other changes just involve changing around a phrase to make it more consistent with other coverage forms and with legal terminology vs. layman terminology. For example: section E. paragraph c. (2) regarding defense expense now becomes "..... will be paid in addition to the applicable Limit of Insurance" versus previously was ".....will be at our cost and will not reduce the applicable Limit of Insurance under this insurance."

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the captioned Company. All correspondence related to this filing should be directed to Perr&Knight. The captioned Company has prepared the form contained in this filing. If there are any requests for additional information, we will forward the request immediately to the Company contact. We will submit the Company's response to your attention as soon as we receive it.

We respectfully request this filing to be effective on November 1, 2008 or the earliest possible date thereafter.

Please do not hesitate to contact us if you have any questions or comments.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Laura Jennette, State Filings Analyst	doi@perrknight.com
881 Alma Real Drive Suite 205	(310) 230-9339 [Phone]
Pacific Palisades, CA 90272	

### Filing Company Information

SUA Insurance Company	CoCode: 40134	State of Domicile: Illinois
222 S. Riverside Plaza	Group Code: -99	Company Type:
Chicago, IL 60606	Group Name:	State ID Number:
(312) 277-1600 ext. [Phone]	FEIN Number: 23-2182777	

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SERFF Tracking Number: PERR-125862800 State: Arkansas  
Filing Company: SUA Insurance Company State Tracking Number: #104096 \$50  
Company Tracking Number: SUA-CIM-AR-08-03-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Commercial Inland Marine  
Project Name/Number: SUA-CIM-AR-08-03-F/SUA-CIM-AR-08-03-F

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SUA Insurance Company	\$0.00	10/20/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
104096	\$50.00	10/16/2008

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	10/23/2008	10/23/2008

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## Disposition

Disposition Date: 10/23/2008

Effective Date (New): 11/01/2008

Effective Date (Renewal): 11/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	PERR-125862800	State:	Arkansas
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Company Tracking Number:	SUA-CIM-AR-08-03-F		
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Form	ON HOOK AND CARGO LEGAL LIABILITY COVERAGE FORM	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ON HOOK AND CARGO LEGAL LIABILITY COVERAGE FORM	SUA 2000	09/08	Policy/Coverage Replaced Form	Replaced Form #:0.00 SUA 2000 (06/08) Previous Filing #:		SUA 2000 09 08.pdf

# ON HOOK AND CARGO LEGAL LIABILITY COVERAGE FORM

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Various provisions in this Coverage Form restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Definitions**.

## A. Coverage

We will pay for “loss” to Covered Property from any of the Covered Causes of Loss.

### 1. Covered Property, as used in this Coverage Form, means:

- a. All lawful goods and articles of others accepted by you while in due course of transit in or on a scheduled vehicle, or in the process of recovery by a scheduled vehicle shown in the Schedule of Covered Vehicles You Own; or
- b. All lawful goods and articles of others accepted by you and placed in temporary storage on your premises for up to 72 hours.

### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt;
- b. Contraband, or property in the course of illegal transportation or trade;
- c. Paintings, statues, other works of art, jewelry or other similar valuables, furs or fur-trimmed garments;
- d. Property while waterborne, unless in transit on ferries, lighters, or car floats or property while located underwater or underground, except while in transit through tunnels; or
- e. Property hired by or rented to you.

### 3. Covered Causes of Loss

Covered Causes of Loss means “loss” to Covered Property that you become legally obligated to pay, except those causes of “loss” listed in Section **B. Exclusions**.

### 4. Additional Coverage for Temporary Substitute

You may temporarily substitute any “auto” you do not own while used with the permission of its owner as a temporary substitute for a scheduled vehicle shown in the Schedule of Covered Vehicles You Own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”; or
- e. Destruction.

This Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations.

### 5. Coverage Extensions

#### a. Debris Removal

- (1) Subject to Paragraph (3), we will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of “loss”.



- (2) Debris Removal does not apply to costs to:
  - (a) Extract “pollutants” from land or water; or
  - (b) Remove, restore or replace polluted land or water.
- (3) The most we will pay for debris removal expense is \$7,500.

**b. Supplementary Payments**

In addition to the Limit of Insurance shown in the Declarations as applicable to this Coverage Form, we will pay:

- (1) All expenses we incur;
- (2) Up to \$250 for the cost of bail bonds (including bonds for related traffic law violation) required because of “loss” to Covered Property. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any “suit” we defend, but only for bond amounts within our Limits of Insurance.
- (4) All reasonable expenses incurred by you at our request in any “suit” we defend, including actual loss of earnings up to \$100 per day because of time off from work.
- (5) All costs taxed against you in any “suit” we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court that part of the judgment that is within our Limits of Insurance.

**B. Exclusions**

- 1. We will not pay for “loss” caused directly or indirectly by any of the following. Such “loss” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “loss”.

**a. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for “loss” caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be otherwise covered under this Coverage Form.

**b. Nuclear Hazard**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for “loss” caused by that fire if the fire would otherwise be covered under this Coverage Form.

**c. War And Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**Exclusions 1.a. through 1.c.** apply whether or not the “loss” event results in widespread damage or affects a substantial area.

2. We will not pay for “loss” caused by or resulting from any of the following. But if “loss” by a Covered Cause of Loss results, we will pay for the “loss” caused by that Covered Cause of Loss.
  - a. Either of the following but only as it applies to a scheduled vehicle shown in the Schedule of Covered Vehicles You Own:
    - (1) The weight of a load exceeding the manufacturer’s rated capacity of the equipment; or
    - (2) Structural, mechanical or electrical failure, or maintenance operation, unless fire ensues and then only the damage caused by fire.
  - b. Faulty, inadequate or defective:
    - (1) Materials used in repair, construction, renovation or remodeling; or
    - (2) Maintenance;  
of part or all of any property wherever located.
  - c. Death, injury or disappearance of livestock, poultry, or any other live animal.
  - d. Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown; insects; vermin; rodents; corrosion; rust; dampness; cold; or heat.

#### **C. Limits Of Insurance**

The most we will pay for “loss” in any one occurrence is the applicable Limit of Insurance shown in the Schedule of Covered Vehicles You Own.

The most we will pay for loss of use in any one occurrence is \$10,000. This amount is included, not in addition to, the Limit of Insurance shown in the Schedule of Covered Vehicles You Own.

#### **D. Deductible**

We will not pay for “loss” in any one occurrence until the amount of the adjusted “loss” before applying the applicable Limits of Insurance exceeds the deductible shown in the Deductible Clause Endorsement. We will then pay the amount of the adjusted “loss” in excess of the deductible, up to the applicable Limit of Insurance.

#### **E. Additional Conditions**

##### **1. Other Insurance**

Loss Condition **F. Other Insurance** in the **Commercial Inland Marine Conditions** is replaced by the following:

##### **Other Insurance**

2. If there is other insurance covering the same “loss”, we will pay only for the amount of covered “loss” in excess of the amount due from that other insurance, whether you can collect it or not. But, we will not pay more than the applicable Limit of Insurance.
2. The following conditions apply in addition to the **Commercial Inland Marine Conditions** and the **Common Policy Conditions**:
  - a. **Coverage Territory**  
We cover property wherever located within:
    - (1) The United States of America (including its territories and possessions);
    - (2) Puerto Rico; and
    - (3) Canada.

**b. Coinsurance**

All Covered Property must be insured by us for its “total value” as of the time of “loss” or you will incur a penalty.

We will not pay the full amount of any “loss” if the “total value” of Covered Property at the time of “loss” is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Determine the “total value” of Covered Property at the time of “loss”;
- (2) Divide the Limit of Insurance by the figure determined in Step (1);
- (3) Multiply the total amount of “loss”, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the “loss” yourself.

If you suffer a coinsurance penalty on a covered “loss”, then you are entitled to share in any salvage amount, less recovered expenses. Your proportionate share of the net salvage amount shall be the same as your share of the “loss”.

**c. Privilege To Adjust With Owner**

In the event of “loss” to Covered Property of others in your care, custody or control, we have the right, but not the duty to:

- (1) Settle the “loss” with the owners of the Covered Property. A receipt for payment from the owners of that property will satisfy any claim of yours.
- (2) Provide a defense for a “suit” brought against you. If a defense is provided, defense expenses will be paid in addition to the applicable Limits of Insurance.

**F. Definitions**

“Auto” means a land motor vehicle, trailer, or semi trailer designed for travel on public roads.

“Loss” means direct physical damage or loss of use. We will not pay for “loss” caused by or resulting from any of the following:

“Loss” does not include

- a. Delay, diminution of value, loss of market or any other consequential loss other than loss of use.
- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Dishonest or criminal act committed by:
  - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
  - (2) A manager or a member if you are a limited liability company;
  - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
  - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether such persons are acting alone or in collusion with other persons or whether such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- e. Damage caused by processing or work upon the property.
  - (1) But if processing or work upon the property results in fire or explosion, we will pay for the direct “loss” caused by that fire or explosion if the fire or explosion would otherwise be covered under this Coverage Form.
- f. Damage caused by artificially generated current creating a short circuit or other electric disturbance within Covered Property under this Coverage Form.
  - (1) But if artificially generated current, as described above, results in fire or explosion, we will pay for the direct “loss” or damage caused by that fire or explosion if the “loss” caused by fire or explosion would otherwise be covered under this Coverage Form.
  - (2) This exclusion only applies to “loss” to that Covered Property within which the electrical disturbance occurs.
- g. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- h. “Loss” caused by unauthorized instructions to transfer property to any person or to any place.
- i. “Loss” caused by neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of “loss”.

**“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**“Suit”** means a civil proceeding in which “loss” to Covered Property to which this insurance applies is alleged.

“Suit” includes:

1. An arbitration proceeding in which such “loss” is claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such “loss” to Covered Property is claimed and to which the insured submits with our consent.

**“Total value”** means the actual value of the Covered Property or the released value shown on the Shipping Receipt or Bill of Lading, whichever is less.

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## Rate Information

Rate data does NOT apply to filing.

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## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	10/23/2008
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**Comments:**

**Attachment:**

NAIC FFS.pdf

<b>Satisfied -Name:</b>	Letter of Authorization	<b>Review Status:</b>	Approved	10/23/2008
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**Comments:**

**Attachment:**

2008 Letter of Authorization.pdf

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>SUA-CIM-AR-08-03-F</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>N/A</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	ON HOOK AND CARGO LEGAL LIABILITY COVERAGE FORM	SUA 2000 (09/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SUA 2000 (06/08)	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



*G. Michael Gooding, CPCU, ARe, AIAF, ARC, ARM  
Director of Regulatory Affairs and Legal Compliance*

January 1, 2008

Re: SUA Insurance Company  
NAIC Company Code 40134  
Rate, Rule, and Form Filings

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rates, rule, and form filings on behalf of SUA Insurance Company. This authorization includes providing additional information and responding to questions regarding the filing on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquires related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department  
Perr&Knight, Inc.  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Phone: (310) 230-9339  
Fax: (310) 230-8529

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Michael Gooding", is written over a large, stylized blue circular stamp or seal.

G. Michael Gooding, CPCU, ARe, AIAF, ARC, ARM  
Director of Regulatory Affairs and Legal Compliance

GMG/lp